

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

THE SHUL OF BAL HARBOUR, INC., a Florida not for profit corporation; YOUNG ISRAEL OF BAL HARBOUR, INC., a Florida not for profit corporation; MAGEN DAVID CONGREGATION OF SURFSIDE, INC., a Florida not for profit corporation; NESS 26, INC., operating as HECHAL SHALOM OR OZEIL, a Florida not for profit corporation; AGUDATH ISRAEL OF AMERICA, INC., a foreign not for profit corporation; NATIONAL COUNCIL OF YOUNG ISRAEL, a foreign profit corporation; and individual registered voters of the Town of Surfside; RABBI GIDEON MOSKOVITZ; RABBI GAVRIEL KOSKAS; SHLOMO DANZINGER, and FRED WALFISH,

Plaintiffs,

vs.

Case No. 2026-006370-CA-01

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation; SANDRA N. MCCREADY in her Official Capacity as the Town Clerk of Surfside; THE TOWN OF SURFSIDE CANVASSING BOARD, and ALINA GARCIA in her Official Capacity as the Miami-Dade Supervisor of Elections,

Defendants.

---

**DEFENDANTS, TOWN OF SURFSIDE, MCCREADY AND CANVASSING BOARD'S,  
LIMITED OBJECTION AND RESPONSE TO AMENDED VERIFIED EMERGENCY  
PETITION FOR TEMPORARY INJUNCTION**

Defendant, TOWN OF SURFSIDE, FLORIDA (the "Town"), SANDRA N. MCCREADY ("Town Clerk") and THE TOWN OF SURFSIDE CANVASSING BOARD ("Canvassing Board") (collectively, the "Town Defendants") by and through their undersigned counsel, hereby file this

Limited Objection and Response to the Plaintiffs’ Amended Verified Emergency Petition for Temporary Injunction (the “Amended Emergency Petition”), and state as follows:

**LIMITED NON-OPPOSITION TO COURT-ORDERED RELIEF**  
**(WITHOUT WAIVER)**

Notwithstanding the arguments set forth herein, and without waiving any of the Town’s jurisdictional and other objections set forth in this Response, the Town acknowledges the practical concerns raised in the Amended Emergency Petition and, in an effort to facilitate an orderly and lawful resolution, does not oppose a narrowly tailored form of relief if ordered by the Court.

Specifically, the Town does not oppose *the addition* of a second run-off election date of April 28, 2026 (or other such additional date as the Court may determine), to be held in conjunction with the currently scheduled April 7, 2026 run-off election, provided that: (i) such relief is expressly ordered by this Court and said order authorizes the Town to hold said election without complying with the notice requirements set forth in The Florida Election Code, including Section 100.342, Florida Statutes, for said election; (ii) the Miami-Dade County Supervisor of Elections determines that implementation of such relief is operationally feasible and can be accomplished without compromising the integrity of the electoral process; and (iii) the ordered relief does not contravene the principles articulated in *Purcell v. Gonzalez*, 549 U.S. 1 (2006), and its progeny, which caution against judicial intervention in election procedures on the eve of an election.

**INTRODUCTION AND SUMMARY OF ARGUMENT**

1. On March 27, 2026, several Plaintiffs filed a Verified Emergency Petition for Temporary Injunction (the “Emergency Petition”) seeking to enjoin the Town from conducting its Mayoral run-off election currently scheduled for Tuesday, April 7, 2026, and requesting that the election instead be rescheduled to Tuesday, April 14, 2026. The basis for the injunctive relief is that April 7, 2026, the date of the run-off election, coincides with the Jewish Passover holiday.

2. On March 31, 2026, a new group of Plaintiffs filed an Amended Verified Emergency Petition for Temporary Injunction, which asserts substantially the same claims as the original Emergency Petition, but includes additional factual allegations and legal arguments (the “Amended Emergency Petition”). The Amended Emergency Petition also modifies the parties by removing the two original organizational Plaintiffs,<sup>1</sup> substituting six new organizational Plaintiffs,<sup>2</sup> removing four individual Plaintiffs,<sup>3</sup> substituting one new individual Plaintiff,<sup>4</sup> and naming two new Defendants.<sup>5</sup> The only previously named Plaintiffs which remained in the Amended Emergency Petition are: Rabbi Gideon Moskovitz, Rabbi Gavriel Koskas, and Shlomo Danzinger.

3. Contrary to the allegations contained in the Amended Emergency Petition, the scheduling of the April 7, 2026 run-off election was not the product of the exercise of any discretion by the Town, nor was it motivated by any discriminatory intent or animus. Rather, the date of the run-off election is set forth explicitly in Section 105(5) of the Town Charter which mandates that a run-off election be held on the first Tuesday of April following the general election:

(5) All members of the Commission receiving the required number of votes shall be elected in accordance with Charter Section 8. *A run-off election shall be held the first Tuesday of April following the general election* in the event that there is:

A. A tie vote among all candidates for Mayor and/or among all candidates for Town Commissioner;

---

<sup>1</sup> Chabad of Surfside, Inc. and United Orthodox Synagogues of Surfside, Inc.

<sup>2</sup> (1) The Shul of Bal Harbour, Inc., (2) Young Isreal of Bal Harbour, Inc., (3) Magen David Congregation of Surfside, Inc., (4) Ness 26 Inc. operating as Hechal Shalom Or Oziel, (5) Agudath Israel of America, Inc., and (6) National Council of Young Israel.

<sup>3</sup> (1) Rabbi Zalman Lipskar, (2) Rabbi David Elmaleh, (3) Rabbi Moshe Matz, and (4) Ira Sturm.

<sup>4</sup> Fred Walfish.

<sup>5</sup> (1) Sandra N. McCready, in her Official Capacity as the Town Clerk, and (2) Alina Garcia, in her Official Capacity as the Miami Dade County Supervisor of Elections.

- B. A tie vote among four or more candidates for Town Commissioner after one Town Commissioner seat is filled;
- C. A tie vote among three or more candidates for Town Commissioner after two Town Commissioner seats are filled;
- D. A tie vote between two or more candidates for Town Commissioner after three Town Commissioner seats are filled.
- E. *No candidate for Mayor that receives a 50% plus 1 majority vote.*

A seat shall be considered “filled” as referenced hereinabove when a candidate receives the number of votes required under Charter Section 8.

Should the votes in the run-off election result in a tie result, the outcome shall be determined by lot. The runoff election shall be held in the same manner and form as the general municipal election.

Should no candidate for Mayor receive a 50% plus 1 majority vote at the general election, the two candidates for Mayor receiving the highest number of votes shall proceed to a run-off election.

Section 105(5), Surfside, Fla. Charter (emphasis added).

- 4. Here, the results of the Mayoral race necessitated a run-off election.
- 5. The Town’s Charter has designated the run-off election date as “the first Tuesday in April” since at least 1988. That provision was extended to Mayoral races by a 2023 amendment.
- 6. Unlike the Town of Bay Harbour Islands, whose Charter contains express language *permitting* their Town Council to move the date of an election by a majority vote if it falls on a “religious holiday,” the Town Charter does not provide the Town Commission with any discretion whatsoever to modify election dates. Compare Town of Bay Harbor Islands Charter, Sec 6.01.
- 7. At no time until now have any of the Plaintiffs ever asserted any alleged conflict between that date and the observance of Passover.

8. Furthermore, Plaintiffs have been aware since at least March 18, 2026, that a run-off election would be required in the Mayoral race and that such run-off would be scheduled for April 7, 2026. Yet Plaintiffs did not file the Emergency Petition until over a week later, on March 27, 2026, thereby creating by their own inaction the purported time-sensitive emergency they now assert on the eve of the election.

9. Moreover, as more particularly set forth herein, there are several significant deficiencies in and with the Amended Emergency Petition that prohibit this Court from granting Plaintiffs' requested relief:

- a. As of the date of this filing, the Plaintiffs have failed to effectuate service upon the Town with the referenced Emergency Petition or Amended Emergency Petition. As a result, this Court lacks jurisdiction over the Town;
- b. The Amended Emergency Petition is legally insufficient for, among other things, failure to file a complaint, and failure to satisfy the elements required for emergency injunctive relief; and
- c. The Amended Emergency Petition fails to allege sufficient facts to establish standing for all of the organizational Plaintiffs.

10. Notwithstanding the foregoing, and without waiving the above-referenced objections, the Town does not oppose a limited form of relief for the Plaintiffs that would provide for an additional run-off election date of April 28, 2026 (or such other additional date as this Court may determine), alongside the existing April 7, 2026 date, provided that such relief: (i) is ordered by this Court and said order authorizes the Town to hold said election without complying with the notice requirements set forth in The Florida Election Code, including Section 100.342, Florida Statutes, for said election; (ii) is determined to be operationally feasible by the Miami-Dade County Supervisor of Elections; and (iii) that any order entered modifying the Town's run-off

election date does not contravene the principles set forth in Purcell v. Gonzalez, 549 U.S. 1 (2006), and its progeny.

## **ARGUMENT**

### **I. THRESHOLD DEFICIENCIES**

#### **A. LACK OF SERVICE OF PROCESS DEPRIVES THE COURT OF PERSONAL JURISDICTION**

As of the filing of this Response, Plaintiffs have not effectuated, and the Town Defendants have not waived, service of the Emergency Petition or the Amended Emergency Petition upon the Town Defendants. Instead, Plaintiffs have provided both the Emergency Petition and the Amended Emergency Petition to the Town Defendants only via email, which is not service compliant with Section 48.111, Florida Statutes. As a result, this Court lacks jurisdiction over the Town Defendants. See McKelvey v. McKelvey, 323 So. 2d 651, 653 (Fla. 3d DCA 1976) (a court’s jurisdiction over a defendant is ordinarily established by service of process on the defendant); see also Modway, Inc. v. OJ Commerce, LLC, 331 So. 3d 723, 726 (Fla. 4th DCA 2021) (“Proper service of process is indispensable for the court to obtain personal jurisdiction over a defendant, and when service is not proper, personal jurisdiction is suspended and it lies dormant until proper proof of valid service is submitted.” (internal quotations and citations omitted)).

To be clear, this is not a case of attempted but incomplete service. Rather, Plaintiffs appear to have made no effort whatsoever to serve the Town.

This omission is particularly notable given that, on March 30, 2026, the Town conducted a publicly noticed, in-person Special Commission Meeting at Town Hall, which Plaintiffs’ counsel attended and at which such counsel offered public comment, while the Mayor was present and readily available to accept service.

The Town then held an additional publicly noticed meeting on March 31, 2026, at Town Hall, and the Plaintiffs made no attempt to serve the Town at that time either. Moreover, Town

Hall is open Monday through Friday, 9:00 a.m. to 5:00 p.m., and yet Plaintiffs still have not attempted to effectuate service upon any of the Town Defendants.

Despite the aforementioned opportunities, Plaintiffs have failed to act. Having knowingly bypassed available and obvious means of service, Plaintiffs cannot invoke this Court's jurisdiction or seek emergency relief in disregard of fundamental due process requirements. As such, the Town Defendants appear before the Court for the limited purpose of responding to the Amended Emergency Petition, but do not waive their objections to service of process.

**B. LEGAL INSUFFICIENCY OF THE AMENDED EMERGENCY PETITION**

Issuance of a temporary injunction requires filing not only a verified motion for relief, as Plaintiffs have filed here, but also the filing of a complaint asserting necessary facts. See Cadillac Plastic Grp., Inc. v. Barnett Bank of Martin Cnty., N.A., 590 So. 2d 1063 (Fla. 4th DCA 1991) (“It is fundamental that a party must file a complaint or allege a cause of action in a pleading for a temporary injunction before injunctive relief can be granted....[A] verified motion is not a sufficient vehicle to fulfill this requirement.”); see also Int'l Vill. Ass'n, Inc. v. Shcaaffee, 786 So. 2d 656, 658 (Fla. 4th DCA 2001) (“[I]n order to be entitled to the issuance of a temporary injunction, the moving party must show, among other things, a substantial likelihood of success on the merits in the action. This essential requirement would be rendered meaningless if, as here, the petition for temporary injunction was filed where there was no pending action.”).

In the matter at bar, there is no underlying action pending. As of the date of this Response, Plaintiffs have filed only their verified emergency petition for injunctive relief but have not filed any pleading. It is therefore impossible for Plaintiffs to establish a likelihood of success on the merits either through the emergency petitions or at a hearing when there is no underlying action pending. Because no complaint or pleading for ultimate relief has been filed in the instant case,

this Court lacks the authority to grant Plaintiffs’ requested injunctive relief, and doing so on the basis of the Amended Emergency Petition alone would constitute error. See City of Miami Beach v. Swedroe, 788 So. 2d 404 (Fla. 3d DCA 2001).

Finally, the purpose of a temporary injunction is to preserve the status quo until the case can be fully presented and full relief may be granted. City of Miami Beach v. Kuoni Destination Mgmt., 81 So. 3d 530, 532 (Fla. 3d DCA 2012) (internal citations omitted). Here, maintaining the status quo means maintaining April 7, 2026 as the Mayoral run-off election date. Plaintiffs’ extraordinary request asks this Court to upend that date, not preserving the status quo as it must (*i.e.*, maintaining the run-off election on its Charter-mandated date).

Accordingly, Plaintiffs’ Amended Emergency Petition should be denied.

**C. LACK OF STANDING AS TO CERTAIN PLAINTIFFS**

“[S]tanding is a threshold issue which must be resolved before reaching the merits of a case.” Solares v. City of Miami, 166 So. 3d 887, 888 (Fla. 3d DCA 2015). Standing refers to a litigant having a sufficient stake in an otherwise justiciable controversy so as to enable the litigant to obtain judicial resolution of that controversy. Tampa Port Auth. v. Henriquez, 377 So. 3d 187, 193 (Fla. 2d DCA 2023) (internal citations and quotation omitted). In State v. J.P., the Florida Supreme Court articulated three requirements for standing:

First, a plaintiff must demonstrate an injury in fact, which is concrete, distinct and palpable, and actual or imminent. Second, a plaintiff must establish a causal connection between the injury and the conduct complained of. Third, a plaintiff must show a substantial likelihood that the requested relief will remedy the alleged injury in fact.

907 So. 2d 1101, 1113 n.4 (Fla. 2004) (internal citations and quotations omitted).

In the instant action, there are several Plaintiffs which lack standing, specifically, the various organizations: (1) The Shul of Bal Harbour, Inc.; (2) Young Israel of Bal Harbour Inc.; (3)

Magen David Congregation of Surfside, Inc.; (4) Ness 26 Inc., operating as Hechal Shalom Or Oziel; (5) Agudath Isreal of America, Inc.; and (6) National Council of Young Israel (the “Organizational Plaintiffs”). None of the Organizational Plaintiffs are individuals capable of voting in the contested election. As a result, there can be no injury in fact to these Organizational Plaintiffs, nor can there be a causal connection between the (non-existent) injury and the conduct complained of, which makes it unnecessary to reach the third requirement for standing, i.e., whether they can show a substantial likelihood that the requested relief will remedy the alleged injury in fact. (In any event, as set forth below in Section II.A., none of the Plaintiffs can satisfy that third requirement.)

Finally, the Amended Emergency Petition also failed to plead or allege any facts to support associational standing for the Organizational Plaintiffs, as set forth in Hillsborough Cnty. v. Fla. Rest. Ass’n, 603 So. 2d 587, 589 n.1 (Fla. 2d DCA 1992) (quoting Fla. Home Builders Ass’n v. Dep’t of Labor & Emp. Sec., 412 So. 2d 351, 353–54 (Fla. 1982)).

**D. PLAINTIFFS’ SELF-IMPOSED DELAY UNDERMINES THE NEED FOR ANY EMERGENCY RELIEF**

Because of their own failure to immediately act, Plaintiffs are not entitled to any emergency relief. As alleged in the Amended Emergency Petition, the general election occurred on March 17, 2026, at which point it became immediately apparent that a run-off election would ensue and, as mandated pursuant to the Town Charter, would take place on April 7, 2026. Yet Plaintiffs chose to wait until March 27, 2026—ten days later and on the eve of the election—to file the Emergency Petition (and no service has been effectuated despite multiple opportunities to do so as previously discussed).

This ten-day delay is particularly significant given that the claimed conflict with Passover was readily ascertainable not only well in advance of the March 17, 2026 election, but at least as

far back as November 9, 2023, when run-offs for the Mayoral race were instituted, reaffirming that the 1988 language of the Charter requiring run-offs to take place on the first Tuesday in April remained unchanged.<sup>6</sup>

Having failed to act with reasonable diligence, Plaintiffs cannot now manufacture an “emergency” of their own making as a basis to justify the extraordinary relief they seek.

## II. PLAINTIFFS ARE NOT ENTITLED TO THE ISSUANCE OF A TEMPORARY INJUNCTION

“[T]he issuance of a preliminary injunction is an extraordinary remedy which should be granted sparingly, [and] which must be based upon a showing of the following criteria: (1) the likelihood of irreparable harm; (2) the unavailability of an adequate remedy at law; (3) substantial likelihood of success on the merits; and (4) consideration of public interest.” Hadi v. Liberty Behavioral Health Corp., 927 So. 2d 34, 38 (Fla. 1st DCA 2006); see further Charlotte Cnty. v. Grant Medical Transportation, Inc., 68 So. 3d 920, 922 (Fla. 2nd DCA 2011); Shands at Lake Shore, Inc. v. Ferrero, 898 So. 2d 1037, 1038–39 (Fla. 1st DCA 2005).

Prior to issuing a temporary injunction, a trial court must be certain that the petition or other pleadings demonstrate a prima facie, clear legal right to the relief requested. City of Jacksonville v. Naegele Outdoor Advertising Co., 634 So. 2d 750, 753 (Fla. 1st DCA 1994). “Clear, definite, and unequivocally sufficient factual findings must support each of the four conclusions necessary to justify entry of a preliminary injunction.” Id. at 754 (reversing the trial court’s order granting a temporary injunction enjoining the City from enforcement of certain City ordinances and charter provisions).

---

<sup>6</sup> The Special Election on the ballot language was held on November 7, 2023; the results of the special election were certified on November 9, 2023.

In the present case, Plaintiffs have failed to satisfy the requirements for a temporary injunction to issue.

**A. No Substantial Likelihood of Success on the Merits**

Plaintiffs cannot demonstrate a substantial likelihood of success on the merits as the premise of their claim, that Jewish voters are forced to choose between the exercise of their religion and the right to vote, is not supported by the actual election process. Florida law expressly provides for vote-by-mail ballots which allow all voters, including those referenced in Paragraph 52(a) of the Amended Emergency Petition, to cast ballots in advance without compromising religious observance. Accordingly, the scheduling of the run-off election during Passover does not constitute a legally cognizable infringement on voting or religious rights.

1. The Town Lacks Discretion as the Run-Off Date is Mandated by Charter

a. The Charter Requires the Run-Off Election on the First Tuesday in April

At the outset, the Town's Charter is its municipal constitution. The Town may not ignore its provisions or deviate from its terms. In scheduling the Mayoral run-off election, the Town is constrained to follow the provisions of its Charter. Section 105 of the Town's Charter provides specific dates for its general and run-off elections and does not provide the Town Commission with any discretion whatsoever to modify those dates unless the election falls on a national or state legal holiday, which Passover is not. See Surfside, Fla. Charter, Sec. 105(7).

Specifically, Section 105(4) of the Town Charter provides that the "general municipal elections" of the Town shall be held on "the third Tuesday of March in even numbered calendar years." See Surfside, Fla. Charter, Sec. 105(4). Section 105(5) of the Town Charter further provides that "[a] run-off election *shall be held the first Tuesday of April* following the general election." See Town Charter, Sec. 105(5) (emphasis added).

In the instant matter, in accordance with its Charter, the Town held the general municipal election on March 17, 2026. The results of said election necessitated a run-off election, and in accordance with Section 105(8) of the Town Charter, the Town is required to hold the run-off election on the first Tuesday of April, which is April 7, 2026.

Of particular note, then, is that the current Town Commission did not select the run-off election date; rather, the date is mandated by the Town Charter. A review of the Town's historical Charter amendments reflects that the run-off election date was established as "the first Tuesday in April" as early as 1988. (See Ordinance No. 1988-1172 (Exhibit "A")). In 2008, the Town's voters reaffirmed this requirement through a special election amending the Charter, confirming that run-off elections are to be held on the first Tuesday in April following the general election. (See Resolution No. 2008-1868 (Exhibit "B")).

Although the Charter was amended in 2023 to expressly include run-off elections for the Mayoral seat, that amendment did not alter the established run-off election date; rather, it incorporated the Mayoral race into the existing run-off framework, which already required that such elections occur on the first Tuesday of April. (See Resolution No. 2023-3014 (Exhibit "C")).

b. The Charter Provides no Authority to Adjust the Run-Off Election Date for Religious Holidays

While Section 105(7) of the Town Charter does contemplate the possibility of a general or special election falling "on a national or state legal holiday" and in such a scenario provides for postponing that "regular election" for the "first day thereafter that is not a legal holiday," there is no similar provision allowing for postponement of elections falling on religious holidays. See Town Charter, Sec. 105(7).

Here, Passover is a religious holiday, but not a national or state legal holiday. The inflexible language in the Town's Charter allowing only for postponement of a general or special election

which lands on national or state holiday prohibits the Town Commission from postponing the run-off election for Passover.

Plaintiffs suggest that because the neighboring Town of Bay Harbor Islands postponed their municipal elections from April 7, 2026 to April 14, 2026, when faced with the same date issue as that currently facing the Town, the Town should so act here. (See Amended Emergency Petition, ¶ 41). Because of the explicit language of its Charter, the Town cannot. Moreover, a comparison of the two Charters reveals the critical deficiency in Plaintiffs’ argument.

Unlike the Town’s Charter, the Town Charter for the Town of Bay Harbour Islands contains express language *permitting* its Town Council to move the date of an election by a majority vote if such election falls on a “religious holiday.”<sup>7</sup> See Town of Bay Harbor Islands Charter, Sec. 6.01. The Town’s Charter contains no such comparable provision. As a result, unlike the Bay Harbor Islands Town Council, the Town Commission lacks the legal authority to unilaterally reschedule the run-off election. Had the Town’s Charter contained a comparable provision, the Town Commission could have considered whether to reschedule the run-off. But it does not so the Town Commission could not. Plaintiffs’ reliance upon other state and national precedent is similarly misplaced. (See Amended Emergency Petition, ¶¶ 40–47). How other governments handle their elections has no bearing upon the application or interpretation of the Town’s Charter, nor does it guide how the Town must otherwise comply with its local constitution.

---

<sup>7</sup> Compare Town of Bay Harbor Islands Charter, Sec 6.01, “(a) Regular Election Dates. Elections shall be held on the first Tuesday in April each year. In the event the first Tuesday of April falls on a religious holiday or the occurrence of a disaster of some kind, the Council may, by majority vote, direct that the election in that particular year be held on another date in April.”

## 2. No Discriminatory Intent or Animus

As set forth above, the Town's scheduling of the run-off election on April 7, 2026 was not the product of discretion, but rather a result of compliance with the Town Charter which mandates that such election occur on the first Tuesday of April following the general election. The Charter contains no provision authorizing deviation from that date for any reason whatsoever, which includes religious observances. Accordingly, the Town's actions were no more than ministerial in nature and compelled by governing law.

The Charter provision at issue is longstanding, predates the current Town Commission, and was adopted by a majority vote of the Town's electorate long ago. The inclusion of the mayoral seat within the existing run-off framework in 2023 did not alter the prescribed run-off election date but instead incorporated the race for that office into a preexisting structure. Thus, the timing of the run-off election is the result of neutral, generally applicable Charter language and is not based upon any targeted or discretionary act of the present Commission, as Plaintiffs would have it.

Plaintiffs cannot plausibly attribute discriminatory intent to the Town. Compliance with a facially neutral law of general applicability does not, without more, give rise to an inference of animus. Nor can statements allegedly made by a single elected official be imputed to the Town Commission as a whole, particularly where the Commission itself lacks the legal authority to take the action Plaintiffs suggest it should have taken. "It is axiomatic that the County Commission speaks through its written Resolution." Hillsborough Cnty. v. G.L. Acquisitions Corp., Inc., 415 So. 3d 1205, 1208 (Fla. 2d DCA 2025) (citing Metro. Dade Cnty. v. Blumenthal, 675 So. 2d 598, 604 (Fla. 3d DCA 1995) (en banc)).<sup>8</sup> "[P]ublic officials speak only as an official body, and

---

<sup>8</sup> Judge Cope's dissent to the panel opinion was adopted as the opinion of the court upon rehearing en banc.

the law does not take cognizance of individual expressions of a single member thereof.” Penn v. Pensacola-Escambia Governmental Ctr. Auth., 311 So. 2d 97, 101 (Fla. 1975); see also City of Dania v. Fla. Power & Light, 718 So. 2d 813, 816 n.3 (Fla. 4th DCA 1998), quashed in part on other grounds, 761 So. 2d 1089 (Fla. 2000) (“The City points to statements made by the individual Commissioners when voting to deny the request. It would be inappropriate for us to rely on the Commissioners’ individual comments rather than on the decision of the City as a whole.”); Beck v. Littlefield, 68 So. 2d 889, 892 (Fla. 1953) (“A municipal corporation speaks only through its records, not through opinions of individual officers.”). As such, Plaintiffs’ assertions regarding Mayor Burkett’s commentary are, at best, red herrings. Even without such commentary, the Town still could not move the run-off election because the Town Charter mandates otherwise.

In short, the record reflects that the Town adhered to mandatory Charter requirements, adopted nearly forty (40) years ago which is uniformly applicable to all elections. Any assertion that the scheduling of the April 7 run-off election was motivated by discriminatory animus is unsupported by the facts and contrary to the governing legal framework.

Of particular significance on this issue is that at the March 30, 2026 Special Commission Meeting of the Town, legal counsel for the Plaintiffs, Joshua Kligler, conceded on the record, “I am certain, that when this date was chosen, and I know this was not to anybody’s fault, right, this was an automatic date, as I understand it, that this fell on a holiday when a majority of your population could not vote. If anybody knew that that was the case, we would not be here before you today. This was an error.”<sup>9</sup>

---

<sup>9</sup> See March 30, 2026 Commission Meeting video at 8 minutes, 20 seconds, *available at* <https://play.champds.com/surfsidefl/event/428>

Accordingly, by Plaintiffs' counsel's own concession, the selection of the run-off election date was nondiscretionary and the product of an automatic Charter-driven process, not the result of any intentional, targeted, or discriminatory conduct by the Town or its officials. This concession defeats any claim of discriminatory intent or animus, as it acknowledges that the alleged conflict arose from a neutral, preexisting legal framework rather than any purposeful act directed at a protected class.

3. Injunctions are Unavailable When Elections are Underway

“The law is well-settled that a court of equity as a general rule will not restrain the holding of an election because a free election in a democracy is a political matter to be determined by the electorate and not the courts.” Metro. Dade Cnty. v. Shiver, 365 So. 2d 210, 212 (Fla. 3d DCA 1978), *aff'd sub nom. Miami Dolphins, Ltd. v. Metro. Dade Cnty.*, 394 So. 2d 981 (Fla. 1981), (internal citation omitted). “Limited exceptions to this rule have been recognized but only on the narrowest of grounds. One such exception is where the election is being held in violation of an applicable legislative enactment.” Shiver, 365 So. 2d at 212, (citing City of Miami Beach v. Herman, 346 So.2d 122 (Fla. 3d DCA 1977)). “Another is where the ballot question on a referendum is misleading and deprives the voter of an opportunity to know and to be on notice as to the proposition on which he is to cast his vote.” Id. (citing Hill v. Milander, 72 So.2d 796 (Fla. 1954)). Neither exception applies to the case at bar.

Furthermore, Florida courts do not possess unrestrained jurisdiction over elections. Courts may act only where the Legislature has expressly granted authority, and any such grant must be strictly construed. McPherson v. Flynn, 397 So. 2d 665, 668 (Fla. 1981) (because there is no common law right to contest elections, any statutory grant must necessarily be construed to grant only such rights as are explicitly set out); F.W. Market v. Sumter Cnty., 60 Fla. 328, 329

(Fla. 1910) (courts of equity do not have jurisdiction over elections unless expressly or impliedly provided by law). Stated differently, Plaintiffs and this Court must identify a statute authorizing the specific relief requested. If the statute is silent, the Court’s power is absent—not discretionary.

Consistent with this limited role, Florida law does not authorize injunctive relief once an election is underway. “An injunction will not issue for the purpose of restraining the holding of an election, or of directing or controlling the mode in which, or of determining the rules of law in pursuance of which, an election shall be held, because the holding and conduct of an election during its progress is a political matter with which courts of equity have nothing to do.” Joughin v. Parks, 107 Fla. 833, 834 (1932) (quoted in Wexler v. Lepore, 878 So. 2d 1276, 1282 (Fla. 2004)). “Only where, *prior to an election*, a palpable violation of the registration or election laws is about to take place, is an injunction an appropriate remedy.” Wexler, 878 So. 2d at 1282 (emphasis added).

Here, the extraordinary relief Plaintiffs seek to reschedule the election from April 7<sup>th</sup> to April 14<sup>th</sup> is unavailable because this election has already begun. The Supervisor of Elections has printed ballots for the April 7 run-off election, mailed vote-by-mail ballots to voters, and has begun receiving returned ballots. Thus, votes have already been cast. Once voting is underway, the judiciary’s role sharply narrows. As set forth in Wexler and Joughin, Florida law draws a firm line between permissible pre-election review and impermissible judicial interference during active voting. See Joughin, 107 Fla. at 834, and Wexler 878 So. 2d at 1282. Absent an express statutory grant of authority, courts may not halt or reshape an election midstream. Because ballots have been cast and the election has begun as a matter of law, the remedy Plaintiffs seek is beyond the scope of this Court’s jurisdiction. Moreover, because Plaintiffs have not pointed to any statute authorizing injunctive relief after votes have been cast, and because Florida courts lack the

authority to interfere with in-progress elections, this Court lacks jurisdiction to grant Plaintiffs their requested relief to halt the April 7<sup>th</sup> election date.

**B. Balance of Harms and Public Interest Do Not Favor Judicial Intervention**

The balance of harms and the public interest weigh against the specific relief Plaintiffs seek, particularly given the proximity to the April 7, 2026 run-off election. Under the well-established Purcell principle, courts must exercise extreme caution before altering election procedures on the eve of an election. As the United States Supreme Court has emphasized, stability and predictability in election laws are essential to maintaining “[c]onfidence in the integrity of our electoral process,” and judicial intervention at a late stage risks creating “voter confusion” and discouraging participation, which risks only increase as an election draws nearer. See Purcell v. Gonzalez, 549 U.S. 1, 4–5 (2006). Consistent with this principle, courts have “repeatedly” declined to enjoin or modify election procedures in the immediate lead-up to an election. New Ga. Project v. Raffensperger, 976 F.3d 1278, 1283–84 (11th Cir. 2020).

Those concerns are directly implicated here. The April 7, 2026 run-off election has already been publicly noticed and widely communicated to voters, and the election process is actively underway, including the distribution and return of vote-by-mail ballots. Intervening at this late juncture to provide the Plaintiffs’ requested relief of eliminating the April 7, 2026 election date could inject uncertainty into an ongoing election, risk inconsistent messaging to voters, and create substantial confusion as to when votes should be cast. Moreover, the compressed timeframe between now and the proposed April 14, 2026 date leaves insufficient opportunity to adequately inform the electorate of any changes, further compounding the risk of confusion rather than alleviating it.

Florida courts have likewise recognized that *even where a legal claim may exist*, last-minute judicial interference with an election “would result in confusion and injuriously affect the rights of third persons.” State ex rel. Haft v. Adams, 238 So. 2d 843, 845 (Fla. 1970).

Accordingly, the balance of harms and the public interest weigh against judicial intervention at this late stage, particularly with respect to cancelling the April 7, 2026 election. Notwithstanding the foregoing, and as more fully set forth in Section III below, the Town does not oppose the addition of an additional run-off election date on April 28, 2026 (or such other additional date as the Court may determine).<sup>10</sup>

**C. If the Court Grants Temporary Injunctive Relief, Plaintiffs Must Post a Bond Prior to Issuance of Any Injunction Order**

Florida Rule of Civil Procedure 1.610 requires Plaintiffs to post a bond prior to obtaining preliminary injunctive relief. Rule 1.610(b) states that “[n]o temporary injunction shall be entered unless a bond is given by the movant in an amount the court deems proper, conditioned for the payment of costs and damages sustained by the adverse party if the adverse party is wrongfully enjoined.” Fla. R. Civ. P. 1.610(b). A trial court has no discretion to forgo the bond requirement for any reason other than the express exceptions set forth in Rule 1.610(b). See Gawker Media, LLC v. Bollea, 129 So. 3d 1196, 1199, n.2 (Fla. 2d DCA 2014); Bellach v. Huggs of Naples, Inc., 704 So. 2d 679, 680 (Fla. 2d DCA 1997) (“The injunction is defective because Florida Rule of Civil Procedure 1.610(b) requires the movant to post a bond. The trial court cannot waive this requirement, nor can it comply by setting a nominal amount. The trial court must set the bond after

---

<sup>10</sup> April 28, 2026 is being proposed as the additional run-off election date to afford the Town sufficient time to adequately inform the electorate of said election date. Moreover, the Town’s elections are held in Commission Chambers, and the Town has a Charter-mandated regular Commission meeting already scheduled on April 14th in Commission Chambers. See Section 19 Surfside, Fla. Charter; see also Sec. 2-203, Town of Surfside Code of Ordinances.

providing both parties with the opportunity to present evidence regarding the appropriate amount.” (internal citations omitted)); Wayne’s Aggregate & Materials, LLC v. Lopez, 391 So. 3d 633, 636 (Fla. 5th DCA 2024) (“The plain language of the rule is compulsory. Thus, the trial court is without discretion to dispense with the requirement of a bond.” (citation omitted)).

In the event the Court is inclined to grant Plaintiffs’ requested relief, a bond is necessary to cover the Town’s potential damages if the injunction is ultimately dissolved, including: all election day services (*e.g.*, polling place costs); all vote-by-mail services (*e.g.*, printing and counting vote-by-mail ballots); and all other election charges.

### **III. LIMITED NON-OPPOSITION TO COURT-ORDERED RELIEF (WITHOUT WAIVER)**

Notwithstanding the foregoing, and without waiving any of the Town’s jurisdictional and other objections set forth herein, the Town acknowledges the practical concerns raised in the Amended Emergency Petition and, in an effort to facilitate an orderly and lawful resolution, does not oppose a narrowly tailored form of relief if ordered by the Court.

Specifically, the Town does not oppose the addition of a second run-off election date of April 28, 2026 (or such other additional date as the Court may determine), to be held in conjunction with the currently scheduled April 7, 2026 run-off election, provided that: (i) such relief is expressly ordered by this Court and said order authorizes the Town to hold said election without complying with the notice requirements set forth in the Florida Election Code, including Section 100.342, Florida Statutes, for said election; (ii) the Miami-Dade County Supervisor of Elections determines that implementation of such relief is operationally feasible and can be accomplished without compromising the integrity of the electoral process; and (iii) the ordered relief does not contravene the principles articulated in *Purcell v. Gonzalez*, 549 U.S. 1 (2006), and its progeny, which caution against judicial intervention in election procedures on the eve of an election.

The Town's limited non-opposition in this matter is offered solely in recognition of the unique circumstances presented and should not be construed as an admission of liability, a concession as to the legal sufficiency of Plaintiffs' claims, establishing a precedent for future actions or inactions by the Town, or a waiver of any argument.

Accordingly, any such relief, if granted, should be carefully circumscribed and implemented only upon confirmation by the Supervisor of Elections that it can be executed in a manner that preserves the orderly administration, integrity, and public confidence in the electoral process.

#### **IV. DISMISSAL OF TOWN CLERK AND CANVASSING BOARD**

Plaintiffs' requested relief, if afforded, should not be granted as to the Town Clerk or the Town Canvassing Board. Alternatively, the Town Clerk and the Town Canvassing Board should be dismissed.

While naming Sandra N. McCready in her Official Capacity as the Town Clerk of Surfside ("Town Clerk") and The Town of Surfside Canvassing Board ("Canvassing Board") as Defendants, Plaintiffs seek an injunction only against the Town and the County, as set forth in both the opening statement of the Amended Emergency Petition, and its Prayer for Relief. See Amended Emergency Petition, Page 1, and ¶78.

The Amended Petition does not allege any facts so as to establish a cause of action against either the Town Clerk or the Canvassing Board. Moreover, naming the Town (and County) as defendants is sufficient for the purpose of providing complete relief, if so ordered. In short, neither the Town Clerk nor the Town Canvassing Board are necessary parties. Both are properly dismissed from the case and no relief, if any is afforded by the Court, should be granted as to those parties.

More specifically, as to the Town Clerk, the Amended Emergency Petition is devoid of any allegations which would form a cause of action against her. Further, any actions taken by the Town Clerk would be in conjunction with her duties with the Town, and her inclusion as a party is redundant because she would “be bound as an employee of the [local government] by any injunctive or declaratory relief granted.” Braden Woods Homeowners Ass’n v. Mavard Trading, Ltd., 277 So. 3d 664, 671 (Fla. 2d DCA 2019).

As to the Town Canvassing Board, it does not constitute an independent legal entity with the capacity to sue or be sued. Rather, the Town Canvassing Board is a board comprised of members/employees of the Town which would likewise be bound by any relief granted against the Town. See Section 26-12, Surfside, Fla. Charter.

For these reasons, the Town Clerk and the Town Canvassing Board should be dismissed from the case, or alternatively, excluded from any relief the Court may grant.

### **CONCLUSION**

For the foregoing reasons, the Town respectfully submits that the scheduling of the April 7, 2026 run-off election was not the result of the exercise of discretion by the Town Commission, but rather was mandated by the plain language of the Town Charter, which does not authorize the Town Commission to modify election dates due to conflicts with religious observances. The Town’s actions were therefore ministerial, lawful, and undertaken in good faith compliance with its governing Charter provisions and not motivated by any discriminatory intent or animus.

At the same time, and in recognition of the concerns raised in the Amended Emergency Petition, the Town does not oppose the addition of a second run-off election date of April 28, 2026 (or other such additional date as the Court may determine), to be held in conjunction with the

currently scheduled April 7, 2026 run-off election. The Town Defendants submit this response to ensure that the record accurately reflects the absence of any discriminatory intent or animus, and to clarify the legal constraints under which they have operated.

Respectfully submitted,

/s/ Valerie Vicente

VALERIE VICENTE  
Florida Bar No. 71010  
Nabors, Giblin & Nickerson, P.A.  
8201 Peters Road, Suite 1000  
Plantation, Florida 33324  
(954) 315-0268  
vvicente@ngnlaw.com  
legal-admin@ngnlaw.com

GREGORY T. STEWART  
Florida Bar No. 203718  
MATTHEW R. SHAUD  
Florida Bar No. 122252  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070  
(850) 224-4073 (Facsimile)  
gstewart@ngnlaw.com  
legal-admin@ngnlaw.com

**ATTORNEYS FOR DEFENDANTS, TOWN OF SURFSIDE, FLORIDA, SANDRA N. MCCREADY, and THE TOWN OF SURFSIDE CANVASSING BOARD for the limited purpose of: Plaintiffs' Verified Emergency Petition for Temporary Injunction, filed March 27, 2026; Plaintiffs' Amended Verified Emergency Petition for Temporary Injunction, filed March 31, 2026; and any hearing or other proceeding scheduled on either Petition**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by Electronic Mail via the Florida Courts E-Filing Portal, as authorized by Fla. R. Jud. Admin. 2.516, on this 3rd day of April, 2026, to:

Robert Garson, Esquire  
Shirley Grinstein, Esquire  
Joshua Klinger, Esquire  
GS2 Law PLLC  
20801 Biscayne Blvd., #506  
Aventura, Florida 33180  
(305) 780-5212  
rg@gs2law.com  
smg@gs2law.com  
jk@gs2law.com  
**Counsel for Plaintiffs**

*/s/ Valerie Vicente*  
\_\_\_\_\_  
VALERIE VICENTE

# **Exhibit “A”**

Ordinance No. 1988-1172

ORDINANCE NO. 1172

AN ORDINANCE AMENDING SECTION 105(5) OF THE CHARTER OF THE TOWN OF SURFSIDE, CHAPTER 27914, SPECIAL ACTS OF FLORIDA 1951, AS AMENDED; TO PROVIDE FOR A RUNOFF IN THE EVENT OF A TIE BETWEEN TWO OR MORE CANDIDATES FOR THE FIFTH COMMISSION SEAT; REPEALING ALL PARTS OF THE CHARTER OR ORDINANCES IN CONFLICT HERewith; PROVIDING INCLUSION IN THE CHARTER AND CODE; AND PROVIDING AN EFFECTIVE DATE.

THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:

Section 1. That Section 105(5) of the Charter of the Town of Surfside, Chapter 27914, Special Acts of Florida 1951, as amended, is hereby deleted in its entirety, and a new Section 105(5) is hereby enacted to read as follows:

Sec. 105.

- (5) A tie between two or more candidates for the fifth commission seat shall be decided by a runoff to be held on the first Tuesday of April following the general election. The runoff election shall be held in the same manner and form as the general municipal election.

Section 2. That all parts of the Charter and all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed insofar as they are in conflict.

Section 3. That it is the intention of the Commission of the Town of Surfside, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the Charter and Code of the Town of Surfside.

Section 4. That this ordinance and Charter amendment shall become effective at the expiration of twenty (20) days after posting in the Town Hall following final passage.

PASSED and ADOPTED this 14 day of June, 1988.

  
MAYOR

Attest:

Jeffrey I. Napoli  
TOWN CLERK

First reading: 5-10-88

Second reading 6-14-88

Adopted: 6-14-88

Approved as to form and legal  
sufficiency:

J. C.  
TOWN ATTORNEY

# **Exhibit “B”**

Resolution No. 2008-1868

RESOLUTION No. 2008-1808

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON NOVEMBER 4, 2008 TO VOTE ON FOUR MUNICIPAL QUESTIONS CONCERNING WITHDRAWAL FROM THE MIAMI DADE FIRE RESCUE DISTRICT, CHARTER AMENDMENT REGARDING PRESIDING OFFICERS, CHARTER AMENDMENT REGARDING GENERAL AND SPECIAL ELECTION OF COMMISSION MEMBERS AND GENERAL OBLIGATION BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on Tuesday, November 4, 2008, in the Town of Surfside, Florida, a Special Election was held to ascertain the will of the people regarding three Charter Amendment Questions and one General Obligation Bond Question, to wit:

**QUESTION 1.**

**WITHDRAW FROM MIAMI-DADE FIRE RESCUE DISTRICT:** Shall the Town of Surfside opt out of the Miami Dade Fire Rescue District and re-establish its own Fire Department by contracting with the City of Miami Beach which will provide the fire and rescue services?

**QUESTION 2**

**PRESIDING OFFICERS:** The Charter currently provides for the Mayor and Commission to be elected from groups. It is proposed that except for the Mayor who shall continue to run from a separate group, the candidate receiving the highest number of votes shall become Vice-Mayor and that the remaining three highest vote getters become Commissioners. Shall the above-described amendment be adopted?

**QUESTION 3.**

**GENERAL AND SPECIAL ELECTIONS OF COMMISSION MEMBERS:** It is being proposed that if the Town elects its Commission from those who receive the highest number of votes and in the event of a tie between two or more commissioners for the fifth commission seat, a runoff election will be held on the first Tuesday in April following the regular March Election. Shall the above-described amendment be adopted?

**QUESTION 4.**

**GENERAL OBLIGATION BONDS COMMUNITY CENTER COMPLEX PROJECT:** Shall the Town of Surfside, Florida issue bonds to finance or refinance the construction of a new community center complex, in one or more series not exceeding in the aggregate \$16,500,000 bearing interest rates not exceeding the maximum legal rate maturing not to exceed 30 years from issuance of each series, pledging the Town's full faith and credit and ad valorem tax revenues?

**WHEREAS**, pursuant to Section 108 of the Town of Surfside Charter, the results of the voting have been certified by the Miami Dade county Supervisor of Elections and the Miami Dade County Canvassing Board, as inspector of said elections, results attached hereto as Exhibit "A"; and

**WHEREAS**, the Canvassing Board has canvassed such returns, tabulated the ballots of absentee voters, early voters and votes cast on election night and have determined the total ballots cast at such election

**WHEREAS**, said results have been delivered to the Town of said results attached hereto as exhibit "A"; and

**NOW, THEREFORE**, be it resolved by the Town Commission of the Town of Surfside, Florida as follows

**Section 1.** That the above and foregoing recitals are true and correct.

**Section 2.** That the Commission finds, hereby declares, and certifies the total of ballots cast on each of the four questions and the number of votes received for each question as set forth below:

<b>QUESTION 1. WITHDRAWAL FROM THE MIAMI DADE FIRE RESCUE DISTRICT</b>	<b>Votes</b>
YES	1,031
NO	1,002
<b>QUESTION 2. PRESIDING OFFICERS</b>	
YES	1,340
NO	760
<b>QUESTION 3. GENERAL AND SPECIAL ELECTIONS OF COMMISSION MEMBERS</b>	
YES	1,540
NO	559
<b>QUESTION 4. GENERAL OBLIGATION BONDS COMMUNITY CENTER COMPLEX PROJECT</b>	
YES - FOR BONDS	1,011
NO - FOR BONDS	1,204

**Section 3.** That it is hereby certified and declared that questions 1, 2, and 3 as set forth above, were approved by the electorate, and shall be incorporated into the Town of Surfside Charter.

**Section 4.** It is further certified and declared that question 4 as set forth above was not approved by the electorate.

**Section 5.** The Town Clerk is hereby authorized and directed to perform any and all incidental duties in connection herewith as required by law

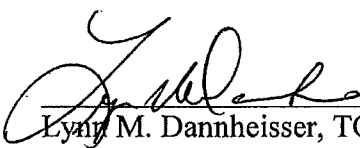
**PASSED AND ADOPTED** this 10<sup>th</sup> day of November, 2008

  
\_\_\_\_\_  
Charles W. Burkett, Mayor

Attest:

  
\_\_\_\_\_  
Beatris M. Arguelles, CMC, TOWN CLERK

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lynn M. Dannheisser, TOWN ATTORNEY

# EXHIBIT "A"

**\*\*Official\*\***

## CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

We, the undersigned, County Court Judge **SHELLEY J. KRAVITZ**, **Chairperson**, Board of County Commissioners, **JOSE "PEPE" DIAZ**, **Member**, and Supervisor of Elections **LESTER SOLA**, **Member**, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 4<sup>th</sup> day of November, A.D., 2008, and proceeded to publicly canvass the votes cast for the charter amendment questions and proposals herein specified at the **Surfside Special Election** held on the 4<sup>th</sup> day of November, A.D., 2008, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

### **Withdrawal from the Miami-Dade Fire Rescue District**

Shall the Town of Surfside opt out of the Miami-Dade Fire Rescue District and re-establish its own Fire Department by contracting with the City of Miami Beach which will provide the fire and rescue services?

YES	<u>1,031</u>	votes
NO	<u>1,002</u>	votes

### **Presiding Officers**

The Charter currently provides for the Mayor and Commission to be elected from groups. It is proposed that except for the Mayor who shall continue to run from a separate group, the candidate receiving the highest number of votes shall become Vice-Mayor and that the remaining three highest vote getters become Commissioners.

Shall the above-described amendment be adopted?

YES	<u>1,340</u>	votes
NO	<u>760</u>	votes

**\*\*Official\*\***

**General and Special Elections of Commission Members**

It is being proposed that if the Town elects its Commission from those who receive the highest number of votes and in the event of a tie between two or more commissioners for the fifth commission seat, a runoff election will be held on the first Tuesday in April following the regular March election.

Shall the above-described amendment be adopted?

YES	<u>1,540</u>	votes
NO	<u>559</u>	votes


**General Obligation Bonds  
Community Center Complex Project**

Shall the Town of Surfside, Florida issue bonds to finance or refinance the construction of a new community center complex, in one or more series not exceeding in the aggregate \$16,500,000, bearing interest rates not exceeding the maximum legal rate, maturing not to exceed 30 years from issuance of each series, pledging the Town's full faith and credit and ad valorem tax revenues?

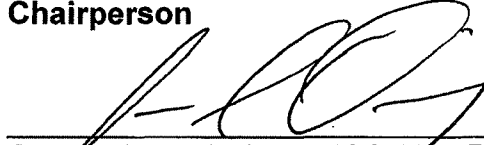
YES – FOR BONDS	<u>1,011</u>	votes
NO – AGAINST BONDS	<u>1,204</u>	votes

**\*\* Official \*\***

**MIAMI-DADE COUNTY CANVASSING BOARD:**



County Court Judge SHELLEY J. KRAVITZ  
**Chairperson**



County Commissioner JOSE "PEPE" DIAZ  
**Member**



Supervisor of Elections LESTER SOLA  
**Member**

Date Certified: 11-10-08

SURFSIDE

OFFICIAL GENERAL ELECTION  
MIAMI-DADE COUNTY, FLORIDA  
NOVEMBER 4, 2008

OFFICIAL RESULTS

RUN DATE:11/10/08 01:29 PM

REPORT-EL45A PAGE 001

	TOTAL VOTES	%	ED OSS	ED iVOTRONIC	ABSENTEE	EV OSS	EV iVOTRONIC
PRECINCTS COUNTED (OF 1)	1	100.00					
REGISTERED VOTERS - TOTAL	3,284						
BALLOTS CAST - TOTAL	2,464		1,097	3	550	814	0
VOTER TURNOUT - TOTAL		75.03					
SURFSIDE Q1 CITY:SURFSIDE							
(Vote for ) 1							
(WITH 1 OF 1 PRECINCTS COUNTED)							
YES/SI/WI240	1,031	50.71	456	0	235	340	0
NO/NO/NON241	1,002	49.29	458	2	224	318	0
Total	2,033		914	2	459	658	0
Over Votes	11		1	0	10	0	0
Under Votes	405		183	1	65	156	0
SURFSIDE Q2 CITY:SURFSIDE							
(Vote for ) 1							
(WITH 1 OF 1 PRECINCTS COUNTED)							
YES/SI/WI243	1,340	63.81	593	1	336	410	0
NO/NO/NON244	760	36.19	346	1	148	265	0
Total	2,100		939	2	484	675	0
Over Votes	6		0	0	6	0	0
Under Votes	339		156	1	45	137	0
SURFSIDE Q3 CITY:SURFSIDE							
(Vote for ) 1							
(WITH 1 OF 1 PRECINCTS COUNTED)							
YES/SI/WI246	1,540	73.37	670	1	373	496	0
NO/NO/NON247	559	26.63	265	1	119	174	0
Total	2,099		935	2	492	670	0
Over Votes	1		0	0	1	0	0
Under Votes	345		160	1	42	142	0
SURFSIDE Q4 CITY:SURFSIDE							
(Vote for ) 1							
(WITH 1 OF 1 PRECINCTS COUNTED)							
YES - FOR BONDS249	1,011	45.64	465	1	204	341	0
NO - AGAINST BONDS250	1,204	54.36	531	1	305	367	0
Total	2,215		996	2	509	708	0
Over Votes	2		0	0	1	1	0
Under Votes	228		99	1	25	103	0

SURFSIDE

OFFICIAL GENERAL ELECTION  
MIAMI-DADE COUNTY, FLORIDA  
NOVEMBER 4, 2008

OFFICIAL RESULTS

RUN DATE:11/10/08 01:29 PM

REPORT-EL30A PAGE 0090-01

0090 PRECINCT 9

	TOTAL VOTES	%	ED OSS	ED iVOTRONIC	ABSENTEE	EV OSS	EV iVOTRONIC
REGISTERED VOTERS - TOTAL . . . . .	3,284						
BALLOTS CAST - TOTAL . . . . .	2,464		1,097	3	550	814	0
VOTER TURNOUT - TOTAL . . . . .		75.03					

SURFSIDE Q1 CITY:SURFSIDE

(Vote for ) 1

YES/SI/WI240 . . . . .	1,031	50.71	456	0	235	340	0
NO/NO/NON241 . . . . .	1,002	49.29	458	2	224	318	0
Total . . . . .	2,033		914	2	459	658	0
Over Votes . . . . .	11		1	0	10	0	0
Under Votes . . . . .	405		183	1	65	156	0

SURFSIDE Q2 CITY:SURFSIDE

(Vote for ) 1

YES/SI/WI243 . . . . .	1,340	63.81	593	1	336	410	0
NO/NO/NON244 . . . . .	760	36.19	346	1	148	265	0
Total . . . . .	2,100		939	2	484	675	0
Over Votes . . . . .	6		0	0	6	0	0
Under Votes . . . . .	339		156	1	45	137	0

SURFSIDE Q3 CITY:SURFSIDE

(Vote for ) 1

YES/SI/WI246 . . . . .	1,540	73.37	670	1	373	496	0
NO/NO/NON247 . . . . .	559	26.63	265	1	119	174	0
Total . . . . .	2,099		935	2	492	670	0
Over Votes . . . . .	1		0	0	1	0	0
Under Votes . . . . .	345		160	1	42	142	0

SURFSIDE Q4 CITY:SURFSIDE

(Vote for ) 1

YES - FOR BONDS249 . . . . .	1,011	45.64	465	1	204	341	0
NO - AGAINST BONDS250 . . . . .	1,204	54.36	531	1	305	367	0
Total . . . . .	2,215		996	2	509	708	0
Over Votes . . . . .	2		0	0	1	1	0
Under Votes . . . . .	228		99	1	25	103	0

# **Exhibit “C”**

Resolution No. 2023-3014

**RESOLUTION NO. 2023- 3014**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON NOVEMBER 7, 2023, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER AT ARTICLE II, SECTION 8 "PRESIDING OFFICERS" AND ARTICLE VI, SECTION 105 "GENERAL AND SPECIAL ELECTIONS OF COMMISSION MEMBERS", AS PRESENTED IN A BALLOT QUESTION ON AMENDMENTS TO THE TOWN CHARTER REQUIRING 50% PLUS 1 MAJORITY VOTE FOR MAYOR AND PROVIDING FOR RUN-OFF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 97.1 of the Town Charter of the Town of Surfside ("Town") referencing Section 6.03 of Article 6 of the Home Rule Charter for Miami-Dade County provides the manner in which charter amendments shall be proposed; and

**WHEREAS**, pursuant to Section 128 of the Town Charter, the Town Commission appointed a Charter Review Board ("the Board") to review and provide written recommendations on proposed amendments to the Charter; and

**WHEREAS**, on August 2, 2023 and August 8, 2023, the Town Commission considered the recommendations of the Board and elected to submit the proposed charter amendment for approval or rejection by the electorate; and

**WHEREAS**, the Town Commission finds that it is in the best interests of the residents of the Town that the Town Charter be amended to provide for a run-off election

to be held after the Town's general election if no mayoral candidate receives a 50% plus 1 majority of the vote in the general election; and

**WHEREAS**, the Town Commission wishes to seek the approval of the electors by a ballot question referendum concerning amendments to the Town Charter to require that the mayor be elected by majority vote of the electors commencing with the Town's General Election in 2024; and

**WHEREAS**, in accordance with provisions of the Charter of the Town and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 7, 2023, for the purpose of submitting to the electorate the proposed amendment to the Town Charter which is set forth herein; and

**WHEREAS**, that the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with acceptance of the certification of the results of said Special Election to be performed by the Town Commission. The official returns shall be furnished to the Town Clerk as soon as the ballots from the precinct have been tabulated and in accordance with Section 26-12 of the Town Code and applicable laws; and

**WHEREAS**, the voting precinct in the Town for said Special Election which has been established by the proper and appropriate Miami-Dade County Election Officials is located at Surfside Town Hall, 9293 Harding Avenue, Surfside, Florida 33154. All Town electors shall vote at this polling place for this Special Election; and

**WHEREAS**, not less than thirty (30) days' notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami

Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Code.

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Special Election Called; Notice of Election.** That a special election is hereby called, to be held on Tuesday, November 7, 2023, to present to the qualified electors of the Town of Surfside, the ballot question provided in this Resolution. Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida, at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, October 1, 2023), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 15, 2023), and shall be in substantially the following form:

**“THE TOWN OF SURFSIDE, FLORIDA**

**NOTICE OF CHARTER AMENDMENT REFERENDUM SPECIAL  
ELECTION**

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2023-3014 ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, NOVEMBER 7, 2023, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT QUESTION SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:**

**REQUIRING 50% PLUS 1 MAJORITY VOTE FOR MAYOR AND PROVIDING FOR RUN-OFF ELECTION**

The Charter currently provides that the Mayor is elected upon receiving the highest number of votes. Shall the Charter be amended to require that the Mayor be elected by a 50% plus 1 majority vote, and to provide for a run-off election between the two candidates receiving the most votes for Mayor if no candidate for such seat receives a majority of the vote?

YES [ ]  
NO [ ]

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154. All Town electors who are timely registered shall be eligible to vote. The enabling Resolution, including the charter amendment ballot question are available at the Office of the Town Clerk, located at the Surfside Town Hall.

---

Sandra McCready, MMC, Town Clerk"

**Section 3. Form of Ballot; Ballot Question.** That the official ballot to be used in the Special Election to be held on Tuesday, November 7, 2023, as hereby called, shall be in substantially the following form, to-wit:

**"OFFICIAL BALLOT**

**REQUIRING 50% PLUS 1 MAJORITY VOTE FOR MAYOR AND PROVIDING FOR RUN-OFF ELECTION**

The Charter currently provides that the Mayor is elected upon receiving the highest number of votes. Shall the Charter be amended to require that the Mayor be elected by a 50% plus 1 majority vote, and to provide for a run-off

election between the two candidates receiving the most votes for Mayor if no candidate for such seat receives a majority of the vote?

YES [ ]

NO [ ] "

**Section 4. Balloting.** That balloting shall be conducted between the hours of 7:00 a.m. until 7:00 p.m. on election day at the regular polling place for Town elections. Vote-by-mail ballots and early voting shall be provided as authorized by law. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote.

**Section 5. Charter Amendment Text; Effectiveness.** The text of the proposed Charter amendment (the "Charter Amendment") is set forth in Exhibit "A", which is attached hereto and incorporated herein. The Charter Amendment shall become effective if the majority of the qualified electors of the Town voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon the certification of the Special Election results. Following the adoption of the Charter Amendment, the Town Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami- Dade County, Florida.

**Section 6. Available for Public Inspection; Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections.** Copies of this Resolution providing for the special election referendum are on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and are available for public inspection during regular business hours. Furthermore, the Town Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election. The Town shall pay all expenses for conducting this Special

Election and will pay such expenses to Miami-Dade County upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

**Section 7. Authorization of Town Officials.** The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the Special Election Referendum if adopted and effective.

**Section 8. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of August, 2023.

Motion By: Commissioner Landsman

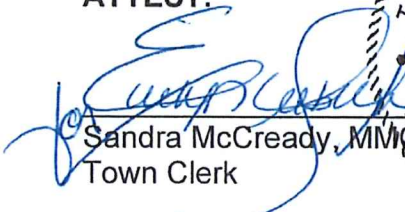
Second By: Vice Mayor Rose

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meiseid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>


  
 \_\_\_\_\_  
 Shlomo Danzinger, Mayor

**ATTEST:**

  
 Sandra McCready, MMC  
 Town Clerk



**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

  
 \_\_\_\_\_  
 Weiss Serota Helfman Cole & Bierman, P.L.  
 Town Attorney

**EXHIBIT "A"**

**TEXT OF PROPOSED CHARTER AMENDMENT OF THE TOWN OF SURFSIDE<sup>1</sup>**

**TOWN OF SURFSIDE CHARTER**

\* \* \*

**ARTICLE II. – TOWN COMMISSION**

\* \* \*

**Sec. 8. Presiding officers.**

Subject to Charter section 105, candidates receiving the highest number of votes shall be elected as follows: The Mayor shall be elected by a 50% plus 1 majority vote and separately from his/her own group. The four Commissioners shall run at-large and the Commissioner receiving the highest number of votes in the General Election shall, for a term of two years immediately following thereafter, have the title of Vice-Mayor, subject to the limited exception provided for in Charter Section 105(8)C. The Commissioners receiving the second, third and fourth highest number of votes in the General Election shall, for a term of two years immediately following thereafter, serve as the remaining Commissioners.

\* \* \*

**ARTICLE VI. – NOMINATIONS AND ELECTIONS**

\* \* \*

**Sec. 105. General and special elections of commission members.**

\* \* \*

- (5) All members of the Commission receiving the highest required number of votes shall be elected in accordance with Charter Section 8. A run-off election shall be held the first Tuesday of April following the general election in the event that there is for these candidates receiving the following tie votes:
- A. A Tie vote among all candidates for Mayor and/or among all candidates for Town Commissioner;
  - B. A Tie vote among four or more candidates for Town Commissioner after one Town Commissioner seat is filled;

---

<sup>1</sup> Proposed additions to existing Town Charter text are indicated by underlining; proposed deletions from existing Town Charter text are indicated by ~~strikethrough~~.

- C.      A Tie vote among three or more candidates for Town Commissioner after two Town Commissioner seats are filled;
- D.      A Tie vote between two or more candidates for Town Commissioner after three Town Commissioner seats are filled.
- E.      No candidate for Mayor that receives a 50% plus 1 majority vote.

A seat shall be considered "filled" as referenced hereinabove when a candidate receives the highest number of votes cast, ~~in accordance with~~ required under Charter section 8.

Should the highest votes in the run-off election result in a tie result, the outcome shall be determined by lot. The runoff election shall be held in the same manner and form as the general municipal election.

Should no candidate for Mayor receive a 50% plus 1 majority vote at the general election, the two candidates for Mayor receiving the highest number of votes shall proceed to a run-off election.

\* \* \*